

209-06/MEU

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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GENERAL NATIONAL MARITIME  
TRANSPORT COMPANY,

Plaintiff,

-against-

COMPAGNIE ALGERO-LIBYENNE DE  
TRANSPORT MARITIME (CALTRAM),

Defendant.  
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**06 CIV. 3534 (LTS)**

**ECF CASE**

**ORDER**

**WHEAREAS**, Plaintiff commenced this action with the filing of a Summons and Complaint on May 10, 2006; and

**WHEREAS**, Plaintiff attempted to serve the Summons and Complaint upon Defendant pursuant to FRCP 4(d) by Fedex delivery on or about July 27, 2007, the Fedex package having been delivered to Defendants, and Defendants having failed to acknowledge receipt and execute the Waiver of Service form; and

**WHEREAS**, Plaintiff further attempted to serve Defendant via the Clerk of the Court pursuant to FRCP 4(f)(c)(ii) on July 2, 2007 via DHL and the Clerk's Certificate of Mailing having been filed on July 6, 2007, however DHL reported non-delivery as CALTRAM had moved and no longer maintained an address in Algeria; and

**WHEREAS**, This Court issued an Order on August 22, 2007 that service of the Summons and Complaint via DHL upon CALTRAM at its office in Tripoli, Libya, together with service upon CALTRAM's attorney of record in the London arbitration would be deemed authorized service of process upon Defendant; and

**WHEREAS**, The Summons and Complaint were successfully delivered by DHL to CALTRAM's London attorneys on September 13, 2007. The Summons Returned Executed having been filed with the Court on October 11, 2007; and

**WHEREAS**, Attorneys Lennon Murphy & Lennon, LLC, filed a Notice of Appearance on behalf of CALTRAM On October 10, 2007, however did not agree to accept service of process; and

**WHEREAS**, After numerous unsuccessful attempts, DHL finally confirmed that the Summons and Complaint had been successfully delivered to CALTRAM in Tripoli, Libya on November 21, 2007. The Summons Returned Executed having been filed with the Court on February 19, 2008; and

**WHEREAS**, Defendant failed to file an Answer or otherwise move with respect to the Complaint herein within the required 30 days; and

**WHEREAS**, Plaintiff has provided certified copies of the agreement to arbitrate and the final foreign arbitral award dated June 7, 2007, and has satisfied the other requirements of the New York Convention for the Recognition and Enforcement of Foreign Arbitral Awards; and

**WHEREAS**, the Court finds that Defendant's failure to pay the award resulting from an arbitration to which it agreed is in bad faith; and

**WHEREAS**, Plaintiff has incurred attorneys' fees and costs in the sum of \$20,293.89 to date and it is expected to incur an additional \$5,000.00 in attorneys' fees and costs in connection with its effort to collect on the award;

**NOW, THEREFORE, IT IS HEREBY ORDERED**, that the arbitral award rendered in London, England on June 7, 2007 against Defendant COMPAGNIE ALGERO-LIBYENNE DE TRANSPORT MARITIME (CALTRAM), and in favor of Plaintiff GENERAL NATIONAL

MARITIME TRANSPORT COMPANY in the amount of \$\_\_\_\_\_ is hereby recognized as a Judgment of this Court.

**IT IS FURTHER ORDERED**, that Plaintiff GENERAL NATIONAL MARITIME TRANSPORT COMPANY recover attorney's fees and costs in connection with this proceeding and in its efforts to collect on this Judgment in the amount of \$25,293.89.

SO ORDERED:

Dated: New York, New York  
April \_\_\_, 2008

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HON. LAURA T. SWAIN, U.S.D.J.